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## Section 7.5

# LEGAL DOCUMENTS AND LAND ACQUISITION CLOSING

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## **Section 7.5**

# **LEGAL DOCUMENTS AND LAND ACQUISITION CLOSING**

### **PURPOSE**

This section prescribes the requirements for closing a negotiated real estate transaction involving the Florida Department of Transportation (Department) as grantee. This includes preparation of conveyance and other closing documents, requirements for closing, and delivery of warrants.

### **AUTHORITY**

Section 20.23(4)(a), Florida Statutes  
Section 334.048(3), Florida Statutes

### **SCOPE**

This section will be used by Central and District Offices of Right of Way, Surveying and Mapping, and Office of the General Counsel.

### **REFERENCES**

Chapter 201, Florida Statutes  
Chapter 689, Florida Statutes  
Chapter 692, Florida Statutes  
Chapter 695, Florida Statutes  
Rule 12B 4.014, Florida Administrative Code  
Section 4.1, Land Title  
Section 7.2, Negotiation Process  
Section 7.13, Internal Revenue Service Reporting Requirements  
Section 10.1, Inventory of Properties Acquired Through the Right of Way Process;  
Rodent Control Inspections; Maintenance  
Section 11.2, Warrant Control  
Section 12.1, Right of Way Certification  
Section 119.07, Florida Statutes  
Section 119.071(5), Florida Statutes  
Section 196.295, Florida Statutes  
Section 197.212, Florida Statutes  
Section 201.02, Florida Statutes

## TRAINING

None required.

## FORMS

The following forms are available on the Department's Forms Library or the Right of Way Management System (RWMS):

575-030-02, Representative Authorization

575-030-07, Purchase Agreement

575-030-16, Closing Statement

575-030-17, Application for Payment of Closing Costs

575-070-12, Outdoor Advertising Permit Cancellation Certification

Department of the Treasury, Internal Revenue Service, Form 1099-S is generated by the Districts using the Right of Way Management System.

## ATTACHMENTS

- A Warranty Deed
- B Perpetual Easement
- C&D Temporary Easements
- E Special Warranty Deed
- F Bargain and Sale Deed
- G Personal Representative Deed
- H Guardian Deed
- I License

## DEFINITIONS

**Closing:** The step in a negotiated real estate transaction at which conveyance and related documents are executed and delivered in exchange for agreed consideration.

**Closing Agent:** The Department's representative at the closing. That person may be a Department employee, an attorney who is a member in good standing of the Florida Bar, an employee of a right of way acquisition consultant firm under contract to the Department, or a representative of a title insurance company under contract to the Department who is providing title insurance in the transaction.

**Closing Date:** The closing date is the date the closing is held. For a closing conducted by mail, it is the date the warrant is mailed to the grantors.

**Easement:** A permanent or temporary right of use over, under, or through the property of another.

**Encumbrance:** A claim, lien, charge, or liability attached to and binding real property, such as, a mortgage, construction lien, judgment lien, lease, security interest, easement, right of way, or accrued and unpaid taxes.

**Fee (Simple) Title:** Fee title is the largest estate and most extensive interest that can be enjoyed in land.

**Legal Documents:** Documents that create, convey, alter or extinguish real property interest, or encumbrances.

**License:** A privilege to go on to the premises of another for a specified purpose. A license is revocable and nontransferable and does not confer or vest any title or interest in the licensee.

**Parcel:** One or more lots or pieces of land under a single ownership from which a real property interest or license will be acquired.

**Primary Interest:** The predominant estate being acquired, normally fee title, or perpetual or temporary easement, from any particular parcel.

**Real Property:** Land and generally whatever is erected or growing upon or affixed to land, or any rights issuing out of, annexed to, and exercisable within or about land.

**Title Search:** A search of the public records for recorded instruments creating, or purporting to create, an interest in, a lien against, or an encumbrance on the title to the parcel of land under search.

## **7.5.1 Legal Document Preparation**

**7.5.1.1** Documents prepared by the Department for conveyance of real property or real property rights must be prepared by or under the direction of the Office of the General Counsel or designee. Documents prepared by a title insurance company or attorney on behalf of the Department are exempt from this requirement. Documents prepared by the grantor or on behalf of the grantor must be reviewed by the Office of the General Counsel or designee and the District Right of Way Surveyor prior to closing.

**7.5.1.2** The Department's sample deeds, easements, and licenses have been approved by the Department's Office of the General Counsel. Changes to approved legal documents ***Attachments A through I*** affecting single parcels or groups of parcels shall be authorized by the Office of the General Counsel or designee. The authorization shall be in writing, include justification for the changes, and be made a part of the official

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parcel file. Changes which allow for variations of execution may be made by the District Right of Way Surveyor under the direction of the Office of the General Counsel or designee.

**7.5.1.3** The responsibilities of the Office of the General Counsel relating to preparation of legal documents are as follows:

- (A) To designate one or more attorneys to prepare or direct the preparation of legal documents. All legal documents prepared by the Department shall carry the name of the attorney who prepared or directed the preparation of the document;
- (B) To provide sufficient training to the staff of the District Right of Way Surveyor to ensure routine title matters are handled competently;
- (C) To provide assistance to the staff of the District Right of Way Surveyor when non-routine title matters arise. Assistance must be provided in a reasonable time as agreed between the Office of the General Counsel and the District Right of Way Surveyor; and
- (D) To ensure proper legal documents are used and bear no apparent legal deficiencies. The Office of the General Counsel is not responsible for the accuracy of legal descriptions or the completeness of title examination.

**7.5.1.4** The responsibilities of the District Right of Way Surveyor relating to the preparation of legal documents are to:

- (A) Ensure the quality and accuracy of all legal descriptions;
- (B) Determine the quality and quantity of title necessary for the Department's purposes under the direction of the Office of the General Counsel;
- (C) Consult with the Office of the General Counsel when non-routine title matters arise, and
- (D) Assemble all legal documents prepared by the Department under the direction of the Office of the General Counsel.

## **7.5.2 Title Search Update**

**7.5.2.1** The closing agent shall ensure that the title search is updated within 24 hours prior to closing, excluding weekends and holidays. Updates will include the latest public records available in the appropriate county. For a closing conducted by mail, the title search must be updated within 24 hours prior to mailing the warrant, excluding

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weekends and holidays.

**7.5.2.2** Title search update reports must be in compliance with **Section 4.1, Land Title**.

**7.5.2.3** Any activity discovered by the update and not previously addressed will be reported to the District Right of Way Surveyor in writing with supporting documentation. A closing will not be conducted until the results of the District Right of Way Surveyor's review are available.

### **7.5.3 Physical Inspection**

**7.5.3.1** Within 24 hours prior to closing, excluding weekends and holidays, a Department representative must perform a physical inspection of the property to verify that no one is in physical possession of the property other than those persons previously identified, and that all property to be acquired by the Department is present and has not been removed. The outcome of this inspection must be documented in the parcel file. For closings conducted by mail, the physical inspection must be performed within 24 hours prior to the mailing of the warrant, excluding weekends and holidays.

**7.5.3.2** Any interest not previously discovered will be reported to the District Right of Way Surveyor in writing. A closing will not be conducted until the results of the District Right of Way Surveyor's review are available.

**7.5.3.3** An inspection must be performed on every fee, perpetual easement, and temporary easement parcel unless:

- (A) The purchase agreement amount is \$10,000 or less, excluding fees and costs, and no improvements are being acquired, or
- (B) The District Right of Way Manager grants an exception to this requirement. Any exception must be documented in the official parcel file. Exceptions may be granted when a danger or hazard to the agent exists or special circumstances exist as determined by the District Right of Way Manager that makes an inspection unnecessary.

**7.5.3.4** A property inventory is required by **Section 10.1, Inventory of Properties Acquired Through the Right of Way Process; Rodent Control Inspections; Maintenance**. The inspection and inventory may be conducted by a single agent. The results of the inventory and inspection may be documented on one form.

## 7.5.4 Proration and Payment of Taxes

**7.5.4.1** All ad valorem property taxes, including delinquent taxes, due and payable by the grantor must be collected or paid at or before closing. Taxes paid outside of closing must be evidenced by a receipt or documentation from the tax collector indicating amounts and date received. The receipt will be maintained with **Form No. 575-030-16, Closing Statement**, in the parcel file. Payment for taxes received from the property owner at closing should be in the form of a check or money order payable to the appropriate county tax collector.

**7.5.4.2** The closing agent must not accept cash for the property taxes. Tax payments presented at closing must be promptly delivered to the county tax collector.

**7.5.4.3** The closing agent will ensure that the following information is obtained from the county tax collector for closing and documented in the parcel file:

- (A) The amount of taxes due, current and delinquent, if any;
- (B) The amount necessary to redeem any tax certificates;
- (C) The current prorated taxes due up to but excluding the day of closing;
- (D) The per diem tax rate, and
- (E) The name of the official providing the information and the date the information was provided.

**7.5.4.4** In the event a county will not provide a proration of taxes for acquisitions occurring between November 1 and December 31, all taxes on the entire property must be collected from the property owner prior to or at closing.

**7.5.4.5** On a partial taking, if the county property appraiser states in writing that the assessed value of the subject property will not be reduced by the acquisition, the proration of the taxes will not be necessary. This written statement shall be included in the parcel file.

**7.5.4.6** If no taxes are due as a result of the county having adopted a minimum tax bill resolution in accordance with **Section 197.212, Florida Statutes**, the parcel file must be documented accordingly.

## **7.5.5 Deferring Encumbrances**

**7.5.5.1** The District Right of Way Manager, at the time of closing, may defer clearing subordinate interests in the following manner. Each deferral and the anticipated date of clearing the subordinate interest must be documented in the official parcel file. Encumbrances deferred under this section must be acquired or released prior to right of way certification in accordance with **Section 12.1, Right of Way Certification**.

**7.5.5.2** The District Right of Way Manager may defer clearing utility interests. The District Utilities Office must provide written confirmation that they will obtain the executed utility instruments which have been deferred. The confirmation must include the anticipated date of execution and the name and title of the representatives of the utility office providing the information. The District Right of Way Office will periodically monitor the status of utility interests deferred under this section. The written confirmation and notes pertaining to periodic status updates will be maintained in the official parcel file.

**7.5.5.3** The District Right of Way Manager may defer clearing subordinate interests relating to any donated parcels.

**7.5.5.4** Deferrals may be granted in those cases where commercial or governmental lien holders require time to process lien satisfactions or releases after receipt of payment. Execution and delivery of the satisfaction or release must be reasonably assured. In these circumstances, the District may deliver the warrant for payment of the lien at closing in exchange for a commitment in writing that a properly executed satisfaction or release will be promptly issued. A receipt for the warrant should also be obtained at closing. Both the commitment and receipt must be placed in the official parcel file.

**7.5.5.5** Clearing encumbrances, other than those described above, may be deferred by the District Right of Way Manager when in the best interest of the public. The deferral must be granted in writing and contain the reason for the deferral, a plan for obtaining the unresolved interest, and the anticipated date for clearing the interest.

## **7.5.6 Transfer of Mobile Home Titles**

When a mobile home is acquired, the title shall be transferred to the Department at closing. The closing agent will deliver all titles to acquired mobile homes to the District Property Management Administrator.

## 7.5.7 Acquisition of Outdoor Advertising Signs

**7.5.7.1** When an outdoor advertising (OA) sign is acquired, the OA permit holders must execute **Form No. 575-070-12, Outdoor Advertising Permit Cancellation Certification**, and surrender or account for any OA permit tags at or before closing. The closing agent must deliver the **Cancellation Certification** and the OA permit tags to the Office of Outdoor Advertising Control within 30 days after closing.

## 7.5.8 Execution of Legal Documents

**7.5.8.1** The closing agent shall ensure that all parties executing closing documents are lawfully empowered to do so. The Office of the General Counsel or designee should be consulted in advance to determine what is required.

**7.5.8.2** Representative Authorization pursuant to **Section 7.2, Negotiation Process**, does not give the representative power to convey real property of the grantors. However, this letter is sufficient to allow an attorney representing the property owner to sign **Form No. 575-030-16, Closing Statement**.

**7.5.8.3** The written legal authorization for representatives, such as personal representatives, trustees, power of attorney or guardians, to act on behalf of the grantor must be recorded in the public records. Copies will be maintained in the District parcel files.

**7.5.8.4** The name of each person who executes a legal document affecting real property must be legibly printed, typewritten, or stamped immediately beneath the signature of such person. The post office address of each such person must be legibly printed, typewritten, or stamped upon such instrument.

**7.5.8.5** The name of both witnesses to the execution of the documents must be legibly printed, typewritten, or stamped immediately beneath the signature of such person.

**7.5.8.6** The name of any notary public or other officer authorized to take acknowledgments or proofs whose signature appears upon the document must be legibly printed, typewritten, or stamped immediately beneath the signature of such person. The notary must affix his/her seal and the date when his/her commission expires.

**7.5.8.7** The closing agent shall deliver closing warrants after execution of the conveyance documents. Delivery of the warrant will be handled in compliance with **Section 7.5.11, Delivery of Payments**.

## 7.5.9 Closing Duties

**7.5.9.1** A closing shall take place within 60 days after final agency acceptance has been granted by the Department unless otherwise stated in writing on **Form No. 575-030-07, Purchase Agreement**.

**7.5.9.2** In no instance shall the negotiating agent act as the closing agent on the same parcel except in those situations where the parcel is being conveyed for no valuable consideration, e.g. government transfers and donations.

**7.5.9.3** At or before closing, the closing agent shall deliver to the grantor a copy of **Form No. 575-030-07, Purchase Agreement**, with final agency acceptance. The parcel file shall be documented to verify delivery of the **Agreement**.

**7.5.9.4** All interests and encumbrances not previously excepted by the Office of the General Counsel pursuant to **Section 4.1, Land Title**, must be acquired or released prior to or at closing unless deferred under **Section 7.5.5, Deferring Encumbrances**.

**7.5.9.5 Form No. 575-030-16, Closing Statement**, is required when valuable consideration is involved. It is recommended that a closing statement be prepared for all parcels. The closing agent will ensure proper completion and execution of all documents relating to the closing including but not limited to legal documents, all supporting instruments relating to the property, and the **Closing Statement**.

## 7.5.10 Closing Costs

**7.5.10.1** Closing costs are those expenses necessary to transfer title to the Department. The owner shall be reimbursed for all reasonable expenses necessarily incurred. Whenever feasible and with owner authorization, the Department shall pay these costs directly avoiding the need for an owner to seek reimbursement. Closing costs include:

- (A) Recording fees, mortgage prepayment penalties, transfer taxes, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses necessary to convey the real property to the Department. The Department is not required to pay costs incurred solely to perfect the owner's title to the real property.
- (B) The pro rata portion of any prepaid real property taxes which are allocable to the period after the Department obtains title to the property.
- (C) Documentary stamp tax for parcels acquired which are not subject to condemnation. The documentary stamp tax will be calculated in

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accordance with **Section 201.02, Florida Statutes**. The actual consideration is the amount paid for land and improvements only.

- (D) For donated parcels, the owner's pro rata share of ad valorem property taxes may be reimbursed as a closing cost up to the amount established as recommended compensation for the parcel.

**7.5.10.2** Claims for closing costs being reimbursed to the property owner, or paid to someone other than the property owner are processed on **Form No. 575-030-17, Application for Payment of Closing Costs**.

**7.5.10.3** When closing costs are being reimbursed to the property owner, the property owner must complete the Grantor's Request for Reimbursement section of the application. A copy of **Form No. 575-030-16, Closing Statement**, and the receipt indicating payment must be attached to the application.

**7.5.10.4** When closing costs are being processed for payment in advance of closing to someone other than the property owner or another governmental agency, the original invoice from the payee must be attached to the application. An invoice from the payee is not required for direct payment of documentary stamps, recording fees, or other incidental expenses being paid directly to another governmental agency. The property owner is not required to execute **Form No. 575-030-17, Application for Payment of Closing Costs**, and the **Closing Statement** need not be attached to the application.

## **7.5.11 Delivery of Payments**

**7.5.11.1** The closing agent will ensure that all warrants for payments by the Department at closing are available at closing.

**7.5.11.2** Delivery of payments for land, improvements, severance damages, business damages, attorney fees, expert costs, and closing costs will not be made before final agency acceptance has been granted.

**7.5.11.3** All warrants will be handled in accordance with **Section 11.2, Warrant Control**.

## **7.5.12 Recording Legal Documents**

**7.5.12.1** The closing agent will ensure that all executed deeds, perpetual and temporary easements are delivered or sent certified mail, return receipt requested, to the Clerk of the Circuit Court in the appropriate county no later than 48 hours after the closing, excluding weekends and holidays, for proper recording. The closing agent will ensure that instruments ancillary to the documents prepared by or on behalf of the

Department, such as, death certificates, affidavits, mortgage and lien satisfactions, etc., are also properly recorded. The delivery date or the date the instruments were mailed to the Clerk of the Circuit Court must be documented in the parcel file.

**7.5.12.2** Death certificates should be recorded when necessary to show proof of death of a property owner. However, when a recordable death certificate cannot be obtained, an unrecorded copy shall be kept in the official parcel file.

**7.5.12.3** In compliance with **Section 119.071(5), Florida Statutes**, documents recorded in the official records shall not contain social security numbers.

### **7.5.13 Internal Revenue Service Requirements**

The closing agent must ensure compliance with IRS requirements in regard to real estate closings pursuant to **Section 7.13, Internal Revenue Service Reporting Requirements**. The closing agent will ensure the Internal Revenue Service **Form 1099-S** is delivered to the property owner. The form should be delivered at closing but may be delivered by mail after closing. In no case shall the form be delivered later than December 31 of the calendar year in which the closing is held. Delivery of the form will be documented in the parcel file.

### **HISTORY**

04/15/99, 11/13/00, 03/08/01, 11/13/01, 01/30/03, 06/25/03, 01/04/06, 09/24/07, 04/29/09, 07/09/10

**ATTACHMENT A**

This instrument prepared by  
or under the direction of  
\_\_\_\_\_  
Department of Transportation  
(Address)

Parcel No:  
Item/Segment No.:  
Managing District:

**WARRANTY DEED**

THIS WARRANTY DEED, Made this day \_\_\_\_\_ (Date), by \_\_\_\_\_ (Names of grantor(s)), grantor, to the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, grantee. (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in \_\_\_\_\_ County, Florida, to wit:

(Legal description)

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

\_\_\_\_\_  
(Signature of grantor)  
(type/print name of grantor under their signature)  
(Address of grantor)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day \_\_\_\_\_ (Date), by \_\_\_\_\_ (Name of grantor), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

(Affix Seal)

\_\_\_\_\_  
(Signature of Notary Public or other authorized authority)  
(type/print or stamp name under signature)  
Title or rank (Serial No., if any)

**ATTACHMENT B**

This instrument prepared by  
or under the direction of

Parcel No:  
Item/Segment No.:  
Managing District:

\_\_\_\_\_  
Department of Transportation  
(Address)

**PERPETUAL EASEMENT**

THIS EASEMENT, Made this day \_\_\_\_\_ (Date) \_\_\_\_\_, by \_\_\_\_\_ (Name of grantor(s) \_\_\_\_\_, grantor, to the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee. (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH: That the grantor for and in consideration of the sum of \$1.00 and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a \_\_\_\_\_ (e.g., water retention area, etc.) \_\_\_\_\_ in, over, under, upon, and through the following described land in \_\_\_\_\_ County, Florida, to wit:

(Legal description)

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

\_\_\_\_\_  
(Signature of grantor)  
(type/print name of grantor under their signature)  
(Address of grantor)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of grantor) \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public or other authorized authority)  
(type/print or stamp name under signature)  
Title or rank (Serial No., if any)

(Affix Seal)

**ATTACHMENT C**

This instrument prepared by  
or under the direction of  
\_\_\_\_\_  
Department of Transportation  
(Address)

Parcel No:  
Item/Segment No.:  
Managing District:

**TEMPORARY EASEMENT**

(For a period of months from the time FDOT becomes the owner)

THIS EASEMENT, Made this day \_\_\_\_ (Date) \_\_\_\_, by and between \_\_\_\_ (Name of grantor(s)) \_\_\_\_, grantor, to the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains, and releases to the grantee, a temporary easement for the purpose of (Construction, etc.), in, upon, over, and through the following described land in \_\_\_\_\_ County, Florida, described as follows, to wit:

(Legal description)

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

THIS EASEMENT shall be for a period of \_\_\_\_\_ months commencing on the date the State of Florida, Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

\_\_\_\_\_  
(Signature of grantor)  
(type/print name of grantor under their signature)  
(Address of grantor)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day \_\_\_\_ (Date) \_\_ by \_\_\_\_ (Name of grantor) \_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) \_\_\_\_\_ as identification.

(Affix Seal) \_\_\_\_\_  
(Signature of Notary Public or other authorized authority)  
(type/print or stamp name under signature)  
Title or rank (Serial No., if any)

**ATTACHMENT D**

This instrument prepared by  
or under the direction of

Parcel No:  
Item/Segment No.:  
Managing District:

\_\_\_\_\_  
Department of Transportation  
(Address)

**TEMPORARY EASEMENT**

(Through the month and year construction is anticipated to be completed)

THIS EASEMENT, Made this day     (Date)    , by and between     (Name of grantor(s))    , grantor, to the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains, and releases to the grantee, a temporary easement for the purpose of     (Construction, etc.)    , in, upon, over, and through the following described land in \_\_\_\_\_ County, Florida, described as follows, to wit:

(Legal description)

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of     (Month and year the construction is anticipated to be completed)    .

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

\_\_\_\_\_  
(Signature of grantor)  
(type/print name of grantor under their signature)  
(Address of grantor)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day     (Date)    , by     (Name of grantor)    , who is personally known to me or who has produced     (type of identification)     as identification.

(Affix Seal) \_\_\_\_\_  
(Signature of Notary Public or other authorized authority)  
(type/print or stamp name under signature)  
Title or rank (Serial No., if any)

**ATTACHMENT E**

This instrument prepared by  
or under the direction of

Parcel No:  
Item/Segment No.:  
Managing District:

\_\_\_\_\_  
Department of Transportation  
(Address)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, Made this day \_\_\_\_ (Date) \_\_\_\_, by \_\_\_\_ (Name of grantor(s)) \_\_\_\_, grantor, to the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, grantee. (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in \_\_\_\_\_ County, Florida, to wit:

(Legal description)

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

\_\_\_\_\_  
(Signature of grantor)  
(type/print name of grantor under their signature)  
(Address of grantor)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under their signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day \_\_\_\_ (Date) \_\_\_\_, by \_\_\_\_ (Name of grantor) \_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public or other authorized authority)  
(type/print or stamp name under signature)  
Title or rank (Serial No., if any)

(Affix Seal)

**ATTACHMENT F**

This instrument prepared by  
or under the direction of

\_\_\_\_\_  
Department of Transportation  
(Address)

Parcel No:  
Item/Segment No.:  
Managing District:

**COUNTY DEED**  
Bargain and Sale

THIS DEED, Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) by \_\_\_\_\_  
COUNTY, Florida, a political subdivision of the State of Florida, party of the first part, to the STATE OF  
FLORIDA, DEPARTMENT OF TRANSPORTATION, its successors and assigns, party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of \$1.00 and  
other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants,  
bargains, sells, aliens, remises, releases, conveys, and confirms unto the party of the second part, the  
following described land lying and being in \_\_\_\_\_ County, Florida:

(Legal description)

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in  
anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be  
executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said  
Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_  
(type/print name) \_\_\_\_\_  
Clerk (or Deputy Clerk of Circuit Court)  
\_\_\_\_\_ County, Florida

(OFFICIAL SEAL)

\_\_\_\_\_ County, Florida,  
By Its Board of County Commissioners

By: \_\_\_\_\_ (Chair or Vice Chair)  
(type/print name) \_\_\_\_\_  
Its Chair (or Vice-Chair)  
(Address)

(For County Deeds, no witnesses or acknowledgment needed if properly executed in accordance with  
Section 125.411 Florida Statutes, all other Bargain & Sale deeds require witnesses and  
acknowledgments)

**ATTACHMENT G**

This instrument prepared by  
or under the direction of

Parcel No:  
Item/Segment No.:  
Managing District:

\_\_\_\_\_  
Department of Transportation  
(Address)

**PERSONAL REPRESENTATIVE DEED**

THIS INDENTURE, Executed this day     (Date)    , between     (Name of Personal Representative)    , as Personal Representative of the Estate of     (Name of decedent)    , deceased, grantor, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, its successors and assigns, all that certain land situate in \_\_\_\_\_ County, Florida, to wit:

(Legal description)

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same to the grantee, its successors and assigns, in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor and said land is free of all encumbrances.

IN WITNESS WHEREOF, the grantor has signed and sealed these presents on the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under signature)

\_\_\_\_\_  
(Signature of witness)  
(print name of witness under signature)

\_\_\_\_\_  
(Signature of Personal Representative)  
(type/print name of Personal Representative under signature)  
Personal Representative of the Estate of  
(Name of decedent), deceased  
(Address of Personal Representative):

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day     (Date)     by     (Name of Personal Representative)    , Personal Representative of the Estate of     (Name of decedent)    , deceased, who is personally known to me or who has produced     (type of identification)     as identification.

(Affix Seal)

\_\_\_\_\_  
(Signature of Notary Public or other authorized authority)  
(type/print or stamp name under signature)  
Title or rank (Serial No., if any)

**ATTACHMENT H**

This instrument prepared by  
or under the direction of  
\_\_\_\_\_  
Department of Transportation  
(Address)

Parcel No:  
Item/Segment No.:  
Managing District:

**GUARDIAN DEED**

THIS INDENTURE, Executed this day     (Date)    , between     (Name of Guardian)    , as Guardian of the Estate of     (Name of incompetent person)    , grantor, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WHEREAS, the grantor has petitioned the Court for authority to sell the real estate hereinafter described, and the Court being fully advised in the premises and satisfied that the conditions of said sale are such as the interest of said estate requires, having by order, dated     (Date of the order, if applicable)    , granted such authority;

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, its successors and assigns, all that certain land situate in \_\_\_\_\_ County, Florida, to wit:  
(Legal description)

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same to the grantee, its successors and assigns, in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor; and said lands are free of all encumbrances.

IN WITNESS WHEREOF the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

    (Signature of witness)      
(print name of witness under their signature)

    (Signature of witness)      
(print name of witness under their signature)

    (Signature of Guardian)      
(type/print name of guardian under signature)  
Guardian of the Estate of (Name incompetent)

(Address of Guardian)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this     (Date)     by     (Name of guardian)    , Guardian of the Estate of     (name of incompetent person)    , who is personally known to me or who has produced     (type of Identification)     as identification.

(Affix Seal)

    (Signature of Notary Public or other authorized authority)      
(type/print or stamp name under signature)

Title or rank and (serial number if

any)

**ATTACHMENT I**

(This instrument is not to be recorded in the public records)

Parcel No.:

Item/Segment No.:

Managing District :

**LICENSE**

THIS AGREEMENT, Made this day \_\_\_\_\_ (Date) \_\_\_\_\_, by and between \_\_\_\_\_ (Name of Licensor) \_\_\_\_\_, herein called licensor, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

(Legal description)

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of (Month and year the construction is anticipated to be completed) .

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said licensor has signed and sealed these presents the day and year first above written.

\_\_\_\_\_  
Signature of the licensor